



STATE OF ARIZONA
DEPARTMENT OF JUVENILE CORRECTIONS
NOTICE OF REQUEST FOR QUOTATION



SOLICITATION NUMBER: JA6003

SOLICITATION DUE DATE/TIME: April 24, 2006, 5:00 PM MST

SUBMITTAL LOCATION: Arizona Department of Juvenile Corrections*
Adobe Mountain School
2800 W. Pinnacle Peak Road
Phoenix, Arizona 85027

DESCRIPTION: Rental of Mobile Electric Refrigeration and Freezer Units

In accordance with A.R.S. § 41-2535, written quotations for materials or services specified will be received by the Arizona Department of Juvenile Corrections (Department), at the above specified location, until the time and date cited.

Quotations must be in the actual possession of the Department's Procurement Office on or prior to the exact time and date indicated above. Late quotations will not be considered, except as provided in the Arizona Procurement Code.

The terms and conditions included herein should be reviewed and understood before preparing a quotation. Please reference the name of the Solicitation Contact Person and RFQ number on the outside of the return envelope.

Solicitation Contact Person:

Dave Novak, CPPB

Name

(623) 869-9050, Ext. 4261

Phone

April 12, 2006

Date

***AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER**



OFFER AND ACCEPTANCE

Arizona Department of Juvenile Corrections
Procurement Office
1624 W. Adams
Phoenix, Arizona 85007-2631

SOLICITATION NO.: JA6003

OFFER

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation.

Arizona Transaction (Sales) Privilege

Tax License No.: _____

Federal Employee Identification

No: _____

For Clarification of this Offer contact:

Name: _____

Phone: _____

FAX: _____

E-Mail: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City _____ State _____ Zip _____

Title _____

OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona use only)

Your Offer to provide Rental of Mobile Electric Refrigeration and Freezer Units is hereby accepted.

The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives an executed purchase order or Contract release document or written notice to proceed if applicable.

This Contract shall henceforth be referred to as Contract No.: _____

Line Items Awarded: _____

State of Arizona

Awarded this _____ day of _____, 2006

AMS Procurement Officer

INSTRUCTIONS TO OFFERORS AND TERMS AND CONDITIONS

SOLICITATION NO.: JA6003

1. **SUBMISSION:** Quotations shall be signed where applicable and received as designated on the cover page of this document, no later than as indicated.
2. **OPENING:** This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS:** The State's Uniform Terms and Conditions (dated 1/05) and the Department's Special Terms and Conditions are a part of this document as if fully set forth herein. Copies of this document are available upon request.
4. **TAXES:** The State of Arizona is exempt from federal excise tax, but is subject to all applicable State and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
5. **OFFER REJECTION:** The State reserves the right to waive any immaterial defect or informality; reject any and all Offers or portions thereof; or cancel a Solicitation.
6. **OFFER ACCEPTANCE PERIOD:** An Offeror submitting a quote in response to this Solicitation shall hold its Offer open for sixty (60) days from the due date stated in this Solicitation.
7. **AWARD OF CONTRACT:** Where applicable, the State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
8. **ERASURES:** Erasures, interlineations, or other modifications must be initialed by the individual signing the Request for Quotation.
9. **UNIT PRICE:** Where applicable, in case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
10. **PAYMENT:** The State will make every effort to process payment for the purchase of goods or service within thirty (30) calendar days after receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any Offer that requires payment in less than thirty (30) calendar days shall not be considered.
11. **PAYMENT DISCOUNT:** Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date Department's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Department shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period.
12. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41, Chapter 23) and its Rules and Regulations (A.A.C. Title 2, Chapter 7), are made a part of this document as if fully set forth herein. Note: A.R.S. Title 41, Chapter 23 is available at most public libraries; A.A.C. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State; and both are available for review at the Arizona State Procurement Office.
13. **INDEMNIFICATION:** The Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising

INSTRUCTIONS TO OFFERORS AND TERMS AND CONDITIONS

SOLICITATION NO.: JA6003

out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona. (This indemnification clause shall not apply if the Contractor or subcontractor(s) is/are an agency, board, commission of university of the State of Arizona.)

14. **OFFSHORE PERFORMANCE OF WORK PROHIBITED.** Due to security and identity protection concerns, all services under this Contract shall be performed within the borders of the United States. Any services that are described in the specifications or score of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State, shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.
15. **FEDERAL IMMIGRATION AND NATIONALITY ACT.** By submission of the Offer, the Offeror warrants that both they and all proposed subcontractors are, and shall remain, in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion, require evidence of compliance during the evaluation process. Should the State request evidence, the Offeror shall have five (5) days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award. Upon contract award, the Contractor shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractor be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, cancellation of the Contract and suspension and/or debarment of the Contractor.
16. **AMERICANS WITH DISABILITIES ACT:** People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility; requests for special accommodations must be made with 72 hours prior notice. A person requiring special accommodations may contact the Solicitation Contact Person identified on the first page of this Solicitation.
17. **SMALL BUSINESS SET ASIDE:** In accordance with A.R.S § 41-2535, and A.A.C. R2-7-335, this purchase is restricted to small businesses. A small business is one that, including its affiliates, is independently owned and operated, is not dominate in the type of business it conducts, and which employs fewer than 100 full-time employees or which had gross receipts of less than \$4 million in its last fiscal year. By submitting a quote in response to this Solicitation, an Offeror certifies that it is a small business as defined above.
18. **SOLICITATION AMENDMENTS:** The Fax On Demand system is unable to determine what Offerors will be bidding on this solicitation; therefore, prior to Offerors submitting their quote, the Offeror should call the Contract Officer to determine if there are any amendments to this Fax On Demand solicitation.
19. **CONTRABAND:** As defined by A.R.S. § 13-2501, "contraband" means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.) Any person who takes into or out of, or attempts to take into or out of, a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the A.R.S. § 13-2514, et. seq. All persons, including employees

INSTRUCTIONS TO OFFERORS AND TERMS AND CONDITIONS

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and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property or packages.

20. **ESTIMATED USAGE:** The Contract shall be on an as needed, if needed basis. The Department makes no guarantee as to the amount of usage. No commitment of any kind is made concerning usage and that fact should be taken into consideration by the Contractor. Due to the anticipated fluctuation of population throughout the contract period, the contractor must remain flexible to meet the needs of the using institutions. The using institutions shall be required to give a minimum of seven (7) days notification when there is to be a substantial change in their requirements.
21. **WORK SITE SECURITY:** Prior to departure from any work site, all equipment, tools, and work site SHALL be secured and inspected by a security supervisor. Noncompliance with this requirement may result in the loss of the privilege to enter the facility.
22. **CONTRACTOR'S RESPONSIBILITY:** The Contractor shall provide workmanship and materials that conform to local, state and federal codes, rules and good practice in the trade. The Contractor shall comply with all federal, state and local laws, ordinances, rules and regulations applicable to the performance of this Contract and the work hereunder, and shall comply with applicable laws and regulations governing safety, health and sanitation.

PRICE SHEET/SPECIFICATIONS

SOLICITATION NO.: JA6003

CONTRACT NO.:

| Item | Description of Material, Service or Construction | Estimated Quantity | Unit | Unit Price | Extended Price |
|------|--|--------------------|------|------------|----------------|
| 001 | Rental of Mobile Electric Refrigeration Unit, 1 each | 12 | WK | \$ _____ | \$ _____ |
| 002 | Rental of Mobile Electric Freezer Unit, 1 each | 12 | WK | \$ _____ | \$ _____ |
| 003 | Hourly Charge for each Unit | 1 | HR | \$ _____ | \$ _____ |
| 004 | Step Charge per week | 2 | EA | \$ _____ | \$ _____ |
| 005 | Delivery Charge per Unit | 2 | EA | \$ _____ | \$ _____ |
| 006 | Pick Up Charge per Unit | 2 | EA | \$ _____ | \$ _____ |
| | Delivery Point: Food Service at Adobe Mtn School | | | | |
| | SUBTOTAL | | | | \$ _____ |
| | _____ % ARIZONA SALES TAX, STATE, COUNTY, AND CITY* | | | | \$ _____ |
| | TOTAL GROSS OFFER | | | | \$ _____ |

- Delivery shall be made _____ calendar days after receipt of order.
- Payment Terms: _____
- By submitting a quote in response to this Solicitation, and in accordance with the small business description on page 3, paragraph 15, I certify that _____ (company name) meets the small business requirements.

Signature

Date

- By submitting a quote in response to this Solicitation, and in accordance with the small business description on page 3, paragraph 15 and Executive Order 2003-09, I certify that _____ (company name) is a ☐ Women-Owned ☐ Minority-Owned business (51% of the organization is controlled by a recognized Woman or minority group(s). If minority owned business, identify minority:

Signature

Date

*Notice: If applicable taxes are not described and itemized on the quote, the State will assume that the price(s) offered includes all applicable taxes.

PROGRAM ADMINISTRATION SECTION

SOLICITATION NO: JA6003

CONTRACT NO.:

1. In the absence of the principal authorized signatory named page 1, the following individual is authorized to sign this Contract and any amendments:

Name and Title

E-Mail Address

2. The Department shall address all notices relative to this Contract to the attention of:

Name and Title

E-Mail Address

Address

Phone Number

Fax Number

3. The Department shall send payment to the Contractor at the following address:

Address

City

State

Zip Code

FOR DEPARTMENT USE ONLY

1. The Contractor shall address all notices relative to this Contract to the attention of:

Dave Novak, CPPB, Buyer

DNovak@azdjc.gov

Name and Title

E-Mail Address

2800 W. Pinnacle Peak Road, Phoenix, AZ 95227

(623) 869-9050

Ext. 4261

(623) 879-7020

Address

Phone Number

Fax Number

2. The term of the Contract shall begin on the date identified in the Notice to Proceed and terminate one year later.

Start Date: _____ End Date: _____ Extension Option: N/A

3. The Contractor shall address all programmatic and financial reports required in the Contract to:

Kay Stephens, Business Manager

KStephens@azdjc.gov

Name and Title

E-Mail Address

2800 W. Pinnacle Peak Road, Phoenix, AZ 95227

(623) 869-9050

Ext. 4261

(623) 879-7020

Address

Phone Number

Fax Number

ATTACHMENT A STATE OF ARIZONA SUBSTITUTE W-9 FORM

SOLICITATION NO: JA6003

Pursuant to page 3, paragraph 4.3.4, of the Uniform Terms and Conditions, in order to receive payment under any resulting Contract, the Contractor shall have a current State of Arizona Substitute W-9 Form on file with the State of Arizona.

Attached is the W-9 that should be completed and returned with your offer. Failure to submit the form with your offer, may result in a delay of payment should a Contract be awarded pursuant to this Solicitation.

DO NOT SEND TO IRS

Vendor MUST Print
or Type informationSTATE OF ARIZONA
SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM

DO NOT SEND TO IRS

Vendor MUST Print
or Type information

☐ Taxpayer Identification Number (TIN) ☐ TIN Type ☐ Employer Identification Number (EIN) ☐ State of Arizona HRIS EIN
State of Arizona Employees DBL

☐ Legal Name
Must match TIN above

- ☐ Entity Type Select one of the following:
- ☐ Corporation (NOT providing health care, medical or legal services) (SA)
 - ☐ Corporation (providing health care, medical or legal services) (SM)
 - ☐ Partnership, LLP (5T)
 - ☐ PLLC, LLC (5C)
 - ☐ Individual/Sole Proprietor (6I)
 - ☐ The US or any of its political subdivisions or instrumentalities (2G)
 - ☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
 - ☐ Tax-exempt organization under IRC §501 (5O)
 - ☐ An international organization or any of its agencies or instrumentalities (5U)
 - ☐ State of Arizona employee (1E)
 - ☐ Other, Tax reportable entity (5P)

☐ Minority Business Indicator Select one of the following:

- ☐ Small Business (01)
- ☐ Small Business- African American (23)
- ☐ Small Business- Asian (24)
- ☐ Small Business - Hispanic (25)
- ☐ Small Business- Native American (27)
- ☐ Small Business- Other Minority (05)
- ☐ Small, Woman Owned Business (06)
- ☐ Small, Woman Owned Business- African American (29)
- ☐ Small, Woman Owned Business- Asian (30)
- ☐ Small, Woman Owned Business- Hispanic (31)
- ☐ Small, Woman Owned Business- Native American (33)
- ☐ Small, Woman Owned Business- Other Minority (11)
- ☐ Woman Owned Business (03)
- ☐ Woman Owned Business- African American (17)
- ☐ Woman Owned Business- Asian (18)
- ☐ Woman Owned Business- Hispanic (19)
- ☐ Woman Owned Business- Native American (21)
- ☐ Woman Owned Business- Other Minority (08)
- ☐ Minority Owned Business- African American (04)
- ☐ Minority Owned Business- Asian (32)
- ☐ Minority Owned Business- Hispanic (74)
- ☐ Minority Owned Business- Native American (15)
- ☐ Minority Owned Business- Other Minority (02)
- ☐ Non-Profit, IRC §501(c) (88)
- ☐ Non-Small, Non-Minority or Non-Woman Owned Business (00)

☐ Main Address Where tax information and general correspondence is to be mailed

DBA\Branch\Location _____

Address _____

Address continued _____

City _____ State _____ Zip code _____

☐ Remit to Address ☐ Same as Main

DBA\Branch\Location _____

Address _____

Address continued _____

City _____ State _____ Zip code _____

☐ Contact Information

Name _____

Phone # _____ EXT _____

Fax _____

email _____

☐ Certification

Under Penalties of perjury, I certify that:

- 1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
- 2 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
- 3 I am a U.S. person (including U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature _____ Title _____ Date _____

STATE OF ARIZONA AGENCY USE ONLY

VENDOR: DO NOT WRITE BELOW THIS LINE

AGY _____ Agency Authorization _____ Phone # _____ Date _____

STATE OF ARIZONA GAO USE ONLY

VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching ☐ Corporation Commission ☐ HRIS ☐ Other _____ ☐ Other _____

Vendor Number _____ MC _____ Processed by _____ Date Processed _____

GAO-W-9 Revised 4/18/05

SUBSTITUTE W-9 INSTRUCTION SHEET

Purpose of form The State of Arizona is required to file information returns with the IRS and provide correct taxpayer identification numbers (TINs) to report taxable income paid. **THE STATE WILL ISSUE FORM 1099-MISC BY JANUARY 31ST OF THE YEAR AFTER THE YEAR TAXABLE PAYMENTS OF \$600 OR MORE ARE RECEIVED. FOR MORE INFORMATION CONTACT THE STATE AGENCY FOR WHICH YOU PERFORM SERVICES FOR**

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31 % of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payment under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding. If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding.

Payments you receive will be subject to backup withholding if:

- 1 You do not furnish your TIN to the requester, or
- 2 You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- 3 The IRS tells the requester that you furnished an incorrect TIN, or
- 4 The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5 You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1 Individual | The individual |
| 2 Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3 Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4 a The usual revocable savings trust (grantor is also trustee) | The grantor-trustee ¹ |
| b So-called trust account that is not a legal or valid trust under state law | The actual owner ¹ |
| 5 Sole proprietorship | The owner ³ |
| For this type of account: | Give name and EIN of: |
| 6 Sole proprietorship | The owner ⁴ |
| 7 A valid trust, estate, or pension trust | Legal entity ⁴ |
| 8 Corporate | The corporation |
| 9 Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10 Partnership | The partnership |
| 11 A broker or registered nominee | The broker or nominee |
| 12 Account with the Dept. of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also

enter your business or "doing business as" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name.

Use Substitute Form W-9 if you are a U.S. person (including a resident alien), to give your correct TIN to the requester and, when applicable, to:

- 1 Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2 Certify you are not subject to backup withholding, or
- 3 Claim exemption from backup withholding if you are an exempt payee

If you are a **foreign person**, IRS requires you use the appropriate form(s) as follows, instead of Form W-9:

- 1 Form W-BEN. Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding
- 2 Form W-8ECI. Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade or Business in the United States
- 3 Form W-8EXP. Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding
- 4 Form W-8IMY. Certificate of Foreign Intermediary, Foreign Partnership, or Certain U.S. Branches for United States Tax Withholding
- 5 Form 8233. Exemption From Withholding on Compensation for Independent (and Certain Dependent) Personal Services of a Nonresident Alien Individual

Note: If a requester gives you a form other than IRS Form W-9 or W-8 to request your TIN, you must use the requester's form if it is substantially similar to the IRS form

Specific Instructions

Name If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage, without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor You must enter your individual name as shown on your social security card. You may enter your business trade, or "doing business as" name on the business name line.

Other entities Enter your business name as shown on required Federal tax documents. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the business name line.

Part I - Taxpayer Identification Number (TIN)

You must enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the requester.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site at www.irs.gov.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester. Other payments are subject to backup withholding. **Note:** Writing "Applied For" means that you have already applied for a TIN OR that you intend to apply for one soon.

Part II-For Payees Exempt From Backup

Withholding

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the separate **Instructions for the Requester of Form W-9**.

If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding. Enter your correct TIN in Part I, write "Exempt" in Part II, sign and date the form. If you are a nonresident alien or a foreign entity exempt from backup withholding, see page 1 for list of appropriate form(s) to submit.

Part III-Certification

For a joint account, only the person with the TIN in Part I should sign (when required).

- 1 Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2 Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3 Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.
- 4 Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys including payments to corporations).
- 5 Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments, IRA or MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do have to sign the certification.